



# OKLAHOMA INSURANCE DEPARTMENT

Insurance Commissioner, Glen Mulready

400 NE 50<sup>th</sup> Street  
Oklahoma City, OK 73105  
405.521.2746  
oid.ok.gov

Legal Division

March 7, 2022

MARKEL AMERICAN INSURANCE COMPANY  
4521 HIGHWOODS PKWY  
GLEN ALLEN VI 23060

RE: CJ2200604  
In the District Court in TULSA  
State of Oklahoma  
PEDERNAL PROPERTIES, LLC  
vs  
MARKEL AMERICAN INSURANCE COMPANY

Dear Sir or Madam:

Enclosed is a copy of the above captioned summons served on the Insurance Commissioner as designated agent for service of process of foreign insurance companies doing business in the State of Oklahoma (36 O.S. section 621(B)).

Sincerely,

GLEN MULREADY  
Insurance Commissioner

A handwritten signature in black ink, appearing to read "Maria Torres".

Maria Torres

Legal Department

dp/enclosure



KATHLEEN A. STURGEON  
MARKEL CORPORATION TEN PARKWAY NO  
DEERFIELD IL 60015



**Service of Process  
Transmittal**

03/08/2022

CT Log Number 541196154

**TO:** Kathleen Sturgeon  
MARKEL  
10275 W HIGGINS RD STE 750  
ROSEMONT, IL 60018-5625

**RE: Process Served in Oklahoma**

**FOR:** Markel Service, Incorporated (Domestic State: VA)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** PEDERNAL PROPERTIES, LLC, an Oklahoma Limited Liability Company vs. MARSH USA INC.

**DOCUMENT(S) SERVED:** Letter, Summons(es), Petition(s)

**COURT/AGENCY:** Tulsa County - District Court, OK  
Case # CJ202200604

**NATURE OF ACTION:** Amount \$10,000.00

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Oklahoma City, OK

**DATE AND HOUR OF SERVICE:** By Certified Mail on 03/08/2022 postmarked: "Not Post Marked"

**JURISDICTION SERVED :** Oklahoma

**APPEARANCE OR ANSWER DUE:** Within 20 days after service of this summons upon you exclusive of the day of service

**ATTORNEY(S) / SENDER(S):** Frank W Frasier  
FRASIER, FRASIER & HICICMAN, LLP  
1700 Southwest Boulevard  
Tulsa, OK 74107-1730  
918-584-4724

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780103004994  
Image SOP  
Email Notification, Kathleen Sturgeon legalregulatory@markel.com  
Email Notification, LAURIE FORD laurie.ford@markel.com  
Email Notification, Scott Olson scott.olson@markel.com  
Email Notification, Karen Earls karen.earls@markel.com  
Email Notification, Heather Stenmark Heather.Stenmark@markel.com

**REGISTERED AGENT ADDRESS:** The Corporation Company  
1833 South Morgan Road  
Oklahoma City, OK 73128  
866-401-8252



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Transmittal**

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EastTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



IN THE DISTRICT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

PEDERNAL PROPERTIES, LLC, an  
Oklahoma Limited Liability  
Company,

Plaintiff,

v.

MARSH USA, INC., a foreign  
business corporation; MARKEL  
AMERICAN INSURANCE  
COMPANY, and MARKEL SERVICE,  
INCORPORATED, a foreign  
business corporation,

Defendants

DISTRICT COURT  
**FILED**

FEB 28 2022

DON NEWBERRY, Court Clerk  
STATE OF OKLA. TULSA COUNTY

Case No. \_\_\_\_\_

**CJ-2022-00604**  
Caroline Wall

**ATTORNEY'S LIEN CLAIM  
JURY TRIAL DEMANDED**

**PETITION**

**COMES NOW** Plaintiff, by and through its attorney of record, Frank W Frasier, and the law firm of Frasier, Frasier & Hickman, LLP, and for this its Complaint against the Defendants, Marsh USA, Inc., Markel American Insurance Company, and Markel Service, Incorporated, states as follows:

**I**

Plaintiff is a limited liability company formed under the laws of the State of Oklahoma.

**II**

Defendant Marsh USA, Inc., is a foreign business corporation incorporated in the State of Delaware and licensed to do business in the State of Oklahoma.

### **III**

Markel American Insurance Company is an resident of Glenn Allen, Virginia and is formed under the laws of the State of Virginia and sells insurance products in the State of Oklahoma.

### **IV**

Markel Service, Incorporated is a foreign business corporation incorporated in the State of Virginia and licensed to do business in the State of Oklahoma.

### **V**

The facts that give rise to this cause of action occurred in Tulsa County, State of Oklahoma.

### **VI**

The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest, costs, and is otherwise within the jurisdiction of this court.

### **COUNT ONE - BREACH OF CONTRACT/BAD FAITH**

### **VII**

On or before the 19<sup>th</sup> day of February, 2021, Defendant Marsh USA, Inc. helped Plaintiff procure insurance products from Defendant Markel American Insurance Company and Defendant Markel Service, Incorporated.

**VIII**

That at all times material herein, the Defendants acted through their respective agents, servants, and employees within the scope and appointment of their agency and authority.

**IX**

That this Court has jurisdiction over the parties and the subject matter of this cause of action.

**X**

That all times material herein, Plaintiff was insured by policy number MKLM7IM0052068. This policy was issued by the Defendant Markel American Insurance Company and/or Defendant Markel Service, Incorporated, with the assistance of the Defendant Marsh USA, Inc.

**XI**

Plaintiff suffered severe and significant loss under this policy and made claim thereunder for benefits. Defendants Markel American Insurance Company wholly failed, refused, and neglected to pay Plaintiff's claims.

**XII**

The actions of Defendants Markel American Insurance Company and Markel Service, Incorporated in adjusting the losses suffered by Plaintiff were reckless or willful failure to exercise good faith and fair dealing for which Plaintiff suffers distress, loss of monies, and other damages.

### **VIII**

At the time of Plaintiff's loss, there was a policy of insurance in place that the Defendants Markel American Insurance Company and Markel Service, Incorporated breached their contract of insurance with this Plaintiff and, in addition, failed to deal fairly and in good faith with this Plaintiff in that they failed or refused to fairly investigate Plaintiff's claim and timely pay same. That the Defendants were negligent in evaluating the claim and denying the claim.

### **COUNT TWO - AGENT NEGLIGENCE**

Plaintiff incorporates by reference all allegations in paragraph I through VIII as fully set forth herein.

### **XIV**

That Defendant Marsh USA, Inc. did negligently and without proper cause fail to fully inform the Co-Defendant Markel Service, Incorporated and Markel American Insurance Company about Plaintiff's property. In so doing, Marsh USA, Inc. breached its duty to properly inform Co-Defendants of Plaintiff's situation and its duty to procure for Plaintiff the appropriate coverage and take reasonable steps to make sure Plaintiff was provided the insurance coverage it paid premiums to Defendant Marsh USA, Inc.

### **XV**

As a result of Defendant Marsh USA, Inc.'s negligence, Co-Defendant Markel American Insurance Company and Markel Service, Incorporated denied

coverage to Plaintiff for their claims. Thus, Plaintiff has suffered damages including, but not limited to loss of use, property damage, and other expenses.

**WHEREFORE**, premises considered, Plaintiff prays for judgment against each Defendant in a sum in excess of Ten Thousand Dollars (\$10,000.00) and against each Defendant in a sum in excess of Ten Thousand Dollars (\$10,000.00) for punitive damages, together with attorney's fees, all costs of this action, and for any and all other relief to which Plaintiff may be deemed entitled.

Respectfully submitted,

FRASIER, FRASIER & HICKMAN, LLP

By: 

Frank W Frasier, OBA #17864  
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Tulsa, OK 74107-1730  
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